



IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma

FEB 06 2017

MARK REDD, an individual,

Plaintiff,

vs.

ALLSTATE CORPORATION d/b/a
and/or a/k/a ALLSTATE INDEMNITY
COMPANY, ALLSTATE PROPERTY
AND CASUALTY INSURANCE
COMPANY, ALLSTATE FIRE AND
CASUALTY INSURANCE COMPANY,
and ALLSTATE INSURANCE
COMPANY,

Defendant(s).

By: LORI ALLEN, Court Clerk
Deputy

Case No.: CJ-2017- 68

ATTORNEY LIEN CLAIMED

PETITION

COMES NOW Plaintiff, Mark Redd, and for his causes of action against the above-named Defendant(s), alleges and states as follows:

1. On or about December 1, 2014, Plaintiff, Mark Redd, was an insured by an automobile insurance policy with Defendant(s) Allstate (hereinafter referred to as "ALLSTATE"), via policy number 638149482, (hereinafter referred to as "POLICY").
2. The POLICY insured Plaintiff with underinsured motorist coverage in the amount of \$30,000.00.
3. On December 1, 2014, Plaintiff was involved in an automobile wreck which resulted in physical injury and medical care to treat said injuries.
4. Plaintiff notified ALLSTATE about the automobile accident and ALLSTATE assigned claim number 0350053591 to Plaintiff's potential claim for underinsured motorist benefits.



4. On or about June 5, 2015, ALLSTATE was advised that the at-fault driver's insurer had offered their liability insurance limits of \$25,000.00 to settle Plaintiff's liability claim. Plaintiff made demand under his underinsured insurance coverage for payment of additional benefits.

5. On or about June 23, 2016, Plaintiff received written confirmation from ALLSTATE that it did not believe Plaintiff was entitled to any of his underinsured motorist coverage, and that Plaintiff has been fully compensated in the settlement with the at-fault driver.

First Cause of Action
(Breach of Contract)

6. That ALLSTATE had contractual obligations to Plaintiff as its insured, pursuant to the insurance contract and relevant statutory and regulatory guidelines.

7. That ALLSTATE breached its contractual obligations with Plaintiff by refusing to pay his underinsured motorist benefits for damages he incurred in the December 1, 2014 car wreck.

Second Cause of Action
(Breach of the Duty of Good Faith and Fair Dealing)

8. In connection with the insurance coverage that was in force at all times relevant to this Petition, ALLSTATE owed Plaintiff a duty of good faith and fair dealing with respect to the handling of his insurance claim.

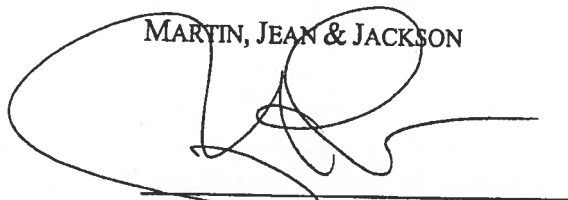
9. That with respect to the handling of Plaintiff's underinsured motorist claim and ALLSTATE's refusal to pay Plaintiff underinsured motorist benefits, ALLSTATE breached its duty to deal with its insured fairly and in good faith.

As a direct and proximate result of Defendant's wrongful conduct as alleged above, Plaintiff suffered damages, including mental anguish, frustration and anger, with said damages totaling \$75,000.00.

WHEREFORE, premises considered, Plaintiff seeks judgment against ALLSTATE in the amount of \$75,000.00, plus court costs, attorney fees, prejudgment interest, post-judgment interest, and what other further relief this Court deems equitable and just.

Respectfully submitted,

MARTIN, JEAN & JACKSON

A handwritten signature in black ink, appearing to be 'P. Collogan', written over a horizontal line.

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